

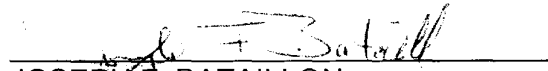
02-01-04 CONTRACT FOR PRISONER CIVIL RIGHTS CASES

1. By this contract, Kellie Paris Asaka, Attorney at Law, (Firm) agrees to accept federal prisoner civil rights cases brought pursuant to 42 U.S.C. § 1983 in the United States District Court for the District of Nebraska, including cases involving city or county jails, the penal institutions operated by the Nebraska Department of Correctional Services, police and sheriff's departments, and the Nebraska State Patrol.
2. The number of cases will be limited to no more than 15 cases appointed per year at \$2,000.00 (Two Thousand Dollars and no cents) per case. The contract amount for a case shall be paid by the Clerk of Court by a one-half payment upon entry of an Appearance and the balance upon entry of a Judgment or other closing documents.
3. The term of this contract is from February 1, 2004, through January 31, 2005. However, this contract may be terminated without cause by the Court after thirty days written notice to the contracting firm(s).
4. The contract payments for these cases are toward the services of the attorney or attorneys. Pursuant to 42 U.S.C. § 1988, counsel may apply for fees in appropriate cases. If such fees are awarded in an amount greater than the contract payment for the particular case, the Federal Practice Fund shall be reimbursed the contract payment amount and any expenses paid from the Fund in that case; and counsel shall retain the amount awarded under § 1988. If such fees are awarded under § 1988 in an amount less than the contract payment for the particular case, the Federal Practice Fund shall be reimbursed by the amount of the § 1988 award; and counsel shall retain the contract payment amount. Reasonable expenses shall be submitted separately in accordance with the standards and procedures of NELR 54.4 and 67.4.
5. The Firm will use its best efforts to handle inquiries for assistance from prisoners throughout Nebraska who have not yet filed cases. The justice system benefits when non-meritorious cases are not filed and meritorious cases are pled with greater clarity. Any long distance phone call expenses for these inquiries shall be reimbursed.
6. The Firm shall provide such accounting as is requested by the Court regarding appointments under this or any similar predecessor contract with this Court.
7. The Firm shall provide the Clerk of the District Court with proof of malpractice insurance coverage of at least \$100,000.00 per occurrence and \$500,000.00 per year in the aggregate.

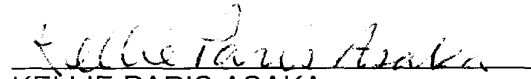
8. This contract shall not be construed as creating an employer/employee relationship or an agency relationship between the United States or the United States District Court and the contracting firm(s), their attorneys, agents or employees.

Dated this 9th day of March, 2004.

FOR THE COURT:



JOSEPH P. BATAILLON
District Judge
District of Nebraska



KELLIE PARIS ASAKA
Attorney at Law